



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

James Coppedge, sui juris
JAMES COPPEDGE,
Plaintiff

vs.

CITY OF PHILADELPHIA,
James J. Zwolak, Esq.
Attorney for the Defendant
Defendant,

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CIVIL/CRIMINAL
ACTION NO.:

2:23-cv-02291 (BMS)

Date: 08/04/2023

Date: 08/14/2023

Jury Trial: x Yes ___ No

MOTION

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
AMENDED COMPLAINT

A PETITION FOR RESTRAINING ORDER:
A CONTEST OF UNLAWFUL DOUBLE BOOK ENTRIES

MOTION FOR RECUSAL, PURSUANT TO TITLE 28 § 144

To the Clerk of Court:

For the Honorable Judge Berle M. Schiller:

Dear Judge Schiller:

I, James Coppedge, herein 'Affiant,' a living breathing man, being first duly sworn, and of sound mind and body declare by my signature that the following facts are true, correct and complete to the best of my knowledge, belief, and understanding. Affiant is competent to state the matters included in his declaration, has knowledge of the facts, and declared that to the best of his knowledge, the statements made in his affidavit are true, correct, and not meant to mislead;

1. As “living man” and Secured Party I am authorized to speak for and respond on behalf of JAMES COPPEDGE. The Taxes and Liens are disputed because all Taxes and Liens were discharged by Private Negotiable Debt Instruments through the DEPARTMENT OF THE TREASURY on behalf of JAMES COPPEDGE, the DEBTOR, pursuant to HJR-192. The CITY OF PHILADELPHIA is being sued for its failure to credit the accounts, non-appropriate response, Double Book Entries, and neglect of due process in violation of Pennsylvania Code. The City failed to respond within 30 days to avoid default or correct the record.

2. This Affidavit is filed in good faith because I believe that the ORDER of Judge Schiller is in conflict with the Presidential decree of House Joint Resolution 192 of June 05, 1933 in consideration of the U.S. CONSTITUTION ARTICLE 1, § 10,

I, as affiant, at no time have willingly, knowingly, intentionally, or voluntarily agreed to subordinate my position as creditor, through signature, or word, or action, or inaction.

3. I, the undersigned , as Secured Party, Authorized Representative, Beneficiary, and Trustee of the Account, living man,(NOT the DEBTOR, JAMES COPPEDGE, entity), and American Citizen that my position as creditor has been rejected as One of the People who is able to present DEBTS to the DEPARTMENT OF THE TREASURY for Discharge through the Secretary of the Treasury. Therefore this recusal is submitted with all due respect.

4. Dear Sir: I am in receipt of your ORDER (not under Oath) Filed August 07, 2023 for Case No. 23-2291. My Case was CLOSED without help. However, Sir, I do

appropriate and respect your reasoning. My case was originally filed because I believe that there was fraud on the alleged contract which I believed to be in violation 15 USC § 1692e seq. in my opinion, and/or the alleged contract itself may have been an unconscionable contract, or other controversies that may have existed within this alleged contract/transaction. I had hoped to resolve this matter as soon as possible by filing in Federal Court. Therefore, I initiated a "private-administrative remedy" to determine such matters. I agreed to continue making payments per the 'alleged contract' but on condition that Mr. Zwolak or one of his Attorney Agent's send the corrected adjusted BILL of the Debt Collector, so I would know just how much to pay. I requested 'Proof of Claim' of a list of lawful statements which were never answered or refused to answer due to what I believe to be "an Oath of Office."

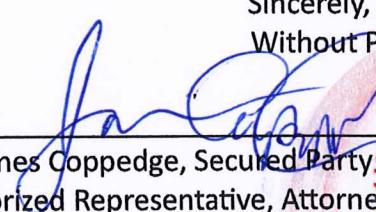
Incidentally, the alleged BILL has no OMB Number and No signature which I understand is required if a CITY OR STATE BILL is considered to be valid. No?

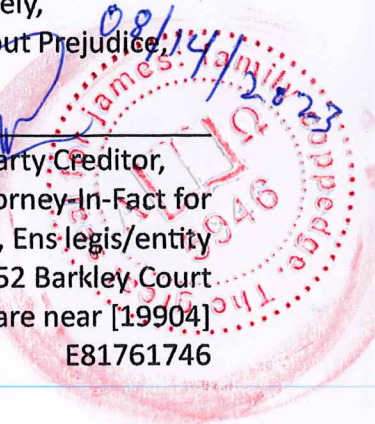
5. By necessary the City's 'BONAFIDE PROOF(S) OF CLAIM' of DEBT from its Opposing Counsel(s) are set out below, and please take lawful notices that from my reading that in order to effect a legally authorized notice, the representative is lawfully required and was hereby demanded to respond point by point in Truth, Fact, and Evidence to each and every item set forth in the correspondence before he/she or his/her Authorized Representative can make a claim, without which would be in violation against the property of a Secured Party in this matter. No? Moreover, in my opinion Opposing Counsel(s) failure to respond as stipulated by affidavit under penalty of perjury does valid the City's claim as being invalid. No?

6. The BONDS are not a gift to the Court, but for the discharge of judgments and debts as paid in full. If not used for this purpose, please return the original untouched instruments or please credit the accounts.

Date: 08/14/2023

Sincerely,
Without Prejudice,


James Coppedge, Secured Party Creditor,
Authorized Representative, Attorney-In-Fact for
JAMES COPPEDGE, DEBTOR, En legis/entity
c/o 52 Barkley Court
Dover, Delaware near [19904]
E81761746



1. To continue the necessary "Proof (s) of Claim is set out below, to wit:

1. PROOF OF CLAIM that the Opposing Counsel, Mr. Zwolak did not give FULL DISCLOSURE to all matters dealing with said contract as to the US Bankruptcy of 1933 form of payment, what was loaned, if any, etc.
2. PROOF OF CLAIM that the agent Mr. Zwolak in sending the undersigned the DEMAND FOR PAYMENT OF DEBT BILL via the US Mail, does not constitute a mailing a fraudulent claim, and/or committing mail fraud (Title 13, Sec 1331 USC).
3. PROOF OF CLAIM that the CITY OF PHILADELPHIA/DEPARTMENT OF REVENUE as an 'artificial entity/creature,' created under the laws of the State of **Pennsylvania** and doing business in the State of **Pennsylvania**, by and through it's Officers, Board of Directors and employees, and agents are not bound to support Article I, § X, as a 'State created entity,' in that "No State shall... make any Thing but gold and silver coin as Legal Tender in Payment of Debts."
4. PROOF OF CLAIM that per the **DEMAND FOR PAYMENT OF DEBT** that the payment expected *is in the nature of Valuable Consideration* and called 'constitutional money of account' and said 'demand' is in compliance with **Title 31 UNITED STATES CODE § 371 and 12 U.S.C. § 152.**
5. PROOF OF CLAIM that the Opposing Counsel Mr. Zwolak inquired or knew that the undersigned has access to 'lawful money of account' to 'pay' the contract debt(s) at law without becoming a tort feisor.
6. PROOF OF CLAIM that the use of a (federal reserve) 'Note', or instruments certifying conveyance of Federal Reserve Notes, *is not only* a promise to pay. See Fidelity Savings v. Grimes, 131 P2d 894.

7. PROOF OF CLAIM that Legal Tender (federal reserve) Notes, or instruments certifying conveyance of Federal Reserve Notes, are good and lawful money of the United States. See Rains v State, 226 S.W. 189.
8. PROOF OF CLAIM that Federal Reserve Notes, or instruments certifying conveyance of Federal Reserve Notes, are not valueless. See IRS Codes Section 1.1001-1 (4657) C.C.H. (Note; Federal reserve Bank says "Federal Reserve Notes.. "...have no value.")
9. PROOF OF CLAIM that (federal Reserve) Notes, or instruments indicating a conveyance of Federal Reserve Notes, do operate as payment in the absence of an agreement that they shall constitute payment.' See Blachshear Mfg. Co. v Harrell, 12 S.E. 2d 766.
10. PROOF OF CLAIM that the undersigned had a 'meeting of the mind(s)' with the City of Philadelphia pursuant to the contract/agreement in respect to full disclosure and that said contract contained or contains no elements of fraud by City of Philadelphia/Department of Revenue.
11. PROOF OF CLAIM that Mr. Zwolak, Esq. did not, in respect to their contract/agreement was not made beyond the scope of its corporate powers and the contract is not unlawful and void. (see for reference McCormick v Market Natl. Bank, 165 Us 538)
12. PROOF OF CLAIM that the Negotiable Instruments Law was not designed to cover **commercial paper**, [which] **IS the currency**. La. Stat. Ann. -R.S., 71 et seq. LSA-C.C. , Art. 2139 (see Affidavit of Walker Todd, a Federal Reserve Banking Attorney on line).
13. PROOF OF CLAIM of what did the City of Philadelphia/Department of Revenue loaned to the Undersigned via the contract/agreement?
14. PROOF OF CLAIM that City of Philadelphia/Department of Revenue did not loan their 'credit' and if City of Philadelphia/Department of Revenue only loaned its 'credit', is it true that the undersigned IS ONLY OBLIGATED to pay back in something other than 'like kind,' i.e., the Undersigned's credit.
15. PROOF OF CLAIM that the U.S. Bankruptcy did not impair the obligations and considerations of contracts through the "Joint Resolution To Suspend The Gold Standard and Abrogate the Gold Clause,"- June 5, 1933 as it may operate within the State of Pennsylvania/STATE OF PENNSYLVANIA and the above contract/agreement/account numbers as indicated in Case Number 23-2291(BMS)/23-2580(BMS).
16. PROOF OF CLAIM that the undersigned cannot accept for value any public or private presentment/invoice/Bill, etc., for fine, fee, tax, debt or judgment and discharge the same and return it for discharge or other commercial paper under necessity pursuant to HJR-192 to carry on commerce. (see P.L. 73-10 (48) Statute 112-113).
17. PROOF OF CLAIM that City of Philadelphia/Department of Revenue by and through its employees, knew or did not know, that this transaction was beyond the scope of its Charter and that City of Philadelphia/Department of Revenue did not intend to bind the undersigned to an unconscionable contract.

18. PROOF OF CLAIM that your **DEMAND FOR PAYMENT OF DEBT** letter/NOTICE does not therefore constitute an attempt by City of Philadelphia/Department of Revenue at unjust enrichment since the Account is a pre-paid account (UCC 3-419) in accordance with HJR-192 of June 05, 1933 in consideration of the U.S. CONSTITUTION ARTICLE 1, § 10.

19. PROOF OF CLAIM that undersigned, as the authorized representative of the Debtor does not have the standing or capacity to accept for value the offer/contract/presentment and return it for discharge or via the use of other appropriate commercial paper for discharge via the remedy provided by Congress – HJR-192 of June 5, 1933 and UCC 1-103.6.

CAVEAT

1. Failure, or refusal by you, Mr. Zwolak, Esq., on behalf of and for City of Philadelphia/Department of Revenue to provide the above 'Proof(s) of Claim' will constitute your default and dishonor and Mr. Zwolak, Esq. stipulates and agrees to have failed to state a claim upon which relief can be granted and Mr. Zwolak, Esq. will have admitted fraud on the contract and/or compelling the Undersigned into an unconscionable contract and that there was no meeting of the minds in respect to the contract as to form of payment.
2. Mr. Zwolak, Esquire will have stipulated to the facts herein as they operate in favor of the Undersigned, due to James J. Zwolak's silence and City of Philadelphia/Department of Revenue is estopped in any adverse actions or defenses. Mr. James J. Zwolak, Esquire admits to failure or refusal to bring forth the requested 'Proof(s) of Claim' in violation of the 'clean hands doctrine,' 'full disclosure,' 'good faith dealing,' and the FAIR DEBT COLLECTIONS PRACTICES ACT, as applied to this transaction/contract/ as referenced above.
3. Therein, presumption will be taken in regards to your refusal, failure, default, and dishonor, admission, and confession of injury and damage and failure to state a claim, that you, Mr. James Zwolak,, on behalf of CITY OF PHILADELPHIA/DEPARTMENT OF REVENUE, this 'Conditional Acceptance' becomes the agreement and said agreement becomes the bond, and you agree and stipulate that the undersigned can only accept for value the 'presentment' (Demand for Payment Letter/NOTICE) and return it for adjustment, settlement, closure and discharge.
4. Due to the time sensitive nature of this private matter, under necessity, Mr. Zwolak failed to respond and provide the requested 'Proof(s) of Claim' within 30 days by certified mail to the Undersigned with a certified copy to the Third Party or Notary as addressed below.
5. Since Mr. Zwolak, Esquire as Attorney for the CITY OF PHILADELPHIA/DEPARTMENT OF REVENUE fail or refuse to provide 'Proof(s) of Claim' within the time specified in this private matter, your default has established your agreement in this matter and remember, agreement/contract makes the law and law is contract.

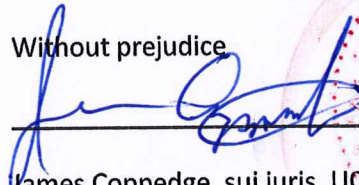
NOTARY PUBLIC
Benjamin T. Garrett, N.P.
251 N. DuPont HWY
Dover, DE 19904

Case No.: 23-2291(BMS)

CERIFICATE OF COUNSEL RESPRESENTATIVE

I, the undersigned do certify that the foregoing is submitted in good faith on this 14 day of August 2023.

Without prejudice

A handwritten signature in blue ink, appearing to read "James Coppedge", is written over a horizontal line.

James Coppedge, sui juris, UCC §1-103, §3-419,

Authorized Representative on behalf of

JAMES COPPEDGE, DEBTOR © Ens legis

c/o 52 Barkley Court

Dover, Delaware near [19904]



VERIFICATION OF SERVICE CASE No.: 23-2291(BMS)

I, the undersigned, certify and affirm that under the penalty of perjury the foregoing is true and correct to the best of my knowledge and belief under oath and upon my unlimited commercial liability.

AFFIDAVIT OF SERVICE

I, the undersigned, certify that a copy of the foregoing PETITION FOR CONTEST OF TAXES , LIENS ,JUDGMENTS, and Motion for Recusal due to conflict of interest about HJR-192 and the U.S. CONSTITUTION ARTICLE 1 § 10,pursuant to Federal Rules of Civil Procedures (FRCP) Rule 60(b), House Joint Resolution (HJR) 192 of June 5, 1933, the Tax Bills, etc., being Accepted for Value and Returned for the Assessed Value in Exchange for my exemption for Settlement, closure and Discharge of this Accounting, pursuant to HJR-192, Public Law 73-10 (48) Statutes 112-113, in consideration of the U.S. CONSTITUTION ARTICLE 1, § 10 was DISPUTED and served upon the following party: **Date: 08/14/2023** in the manner indicated below:

By U.S. Pre-paid mail:

OFFICE OF THE CLERK
U.S. DISTRICT COURT
PHILADELPHIA, PA 19106

Sincerely,

Without prejudice,


By: **James Coppedge, sui juris**

Prosona Sui Juris Sponte,

Without prejudice,

UCC 1-207.4/ 1-308, 3-419

All Rights are Explicitly Reserved.

Non Pro Tunc

Authorized Representative

Surety and Trustee for the Principle

Attorney-In-Fact,

c/o 52 Barkley Court

Dover, Delaware, Republic [19904]



JAMES COPPEDGE
52 BARKLEY CT
DOVER, DELAWARE NEAR [19904]

Retail



19106

U.S. POSTAGE PAID
FCM LG ENV
CHESWOLD, DE 19936
AUG 15, 2023

\$2.31

RDC 99

R2305M145186-03

OFFICE OF THE CLERK
UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF
PENNSYLVANIA
601 MARKET STREET, FIRST FLOOR
PHILADELPHIA, PA 19106

U.S.M.S.
X-RAY

RECEIVED
AUG 17 2023

BY:_____

